

RFP No#: DDP-611AU-45416-06-01-2011-RW

1

TABLE OF CONTENTS

RFP#: DDP-611AU-45416-06-01-2011-RW

I.	PURPOSE.....	3
II.	BACKGROUND.....	3
III.	STATEMENT OF NEEDS.....	4
IV.	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.....	5
V.	EVALUATION AND AWARD CRITERIA.....	8
VI.	REPORTING AND DELIVERY INSTRUCTIONS.....	9
VII.	PREPROPOSAL CONFERENCE MANDATORY/OPTIONAL.....	11
VIII.	GENERAL TERMS AND CONDITIONS.....	11
IX.	SPECIAL TERMS AND CONDITIONS.....	18
X.	METHOD OF PAYMENT.....	21
XI.	ATTACHMENTS	21

I. PURPOSE:

Services:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a Contractor qualified to manage and coordinate selected Ryan White (RW) Part B Human Immunodeficiency Virus (HIV)-related core and support services for the Central Health Planning Region (Region IV) (see **Attachment 1** for a map of the health regions). The primary goal of the selected contractor will be to optimize access to HIV-related health care and services for clients receiving RW Part B funded services.

This solicitation is supported 100% by federal funds from the RW Part B grant award to the Virginia Department of Health (VDH) to provide services to individuals with HIV disease. It is anticipated that up to a total of **\$110,000** in federal funds will be available for the initial award to support the cost of services, service coordination, and administration of the program through Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009. Subsequent funding will be based on the amount of Virginia's Ryan White Part B award for the grant year.

II. BACKGROUND:

- A. The Ryan White HIV/AIDS Program is the largest federal program focused exclusively on HIV/AIDS care. The program assists individuals living with HIV/AIDS who have no health insurance (public or private), have insufficient health care coverage, or lack financial resources to get the care they need for their HIV disease. Part B of the Ryan White HIV/AIDS Treatment Modernization Act provides grant funds to all 50 States, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, and five U.S. territories or associated jurisdictions. Funded states provide services directly, through sub-grantees, and/or through Part B Consortia (associations charged with planning and delivering HIV Care in the state). Part B components include base and supplemental funds which are distributed by formula to states based on their share of living HIV (non-AIDS) and living AIDS cases.

The mission of the Virginia Department of Health (VDH) is to promote and protect the health of Virginians. One way that VDH strives to achieve its mission is through expanding access to health care for those with limited resources. RW Part B funds support the provision of essential HIV-related medical care and other core and adjunct support services such as HIV medication, health insurance premium and co-pay assistance, and medical transportation assistance for people living with HIV who have no alternative means to obtain these services. As such, the Ryan White HIV/AIDS Program fills gaps in care not covered by other funding sources.

As of June 30, 2010, VDH reported that 5,530 people were living with HIV and/or Acquired Immune Deficiency Syndrome (AIDS) in Central Virginia, the third highest number of reported living HIV/AIDS cases in the state. During the 2009-2010 Ryan White grant year, 844 RW Part B eligible clients in the Central region received an array of core and support services. The lead agency for the Central Virginia HIV Care Consortium (CVHCC) administered and coordinated services for 302 of these clients. With the dissolution of this agency in June 2010, VDH established contracts with six medical sites in the Central region to ensure uninterrupted access to HIV-related health care for RW Part B clients. Coordination of auxiliary core and support services is being provided by these sites and through a short-term contract with an agency. This short-term contract will continue until VDH establishes a new agreement with a contractor through this RFP.

VDH is seeking a qualified, experienced organization to administer RW Part B funds and coordinate specified HIV-related core medical and support services for eligible individuals in the Central Health Planning Region.

- B. One grant award will be offered under this solicitation. Geographic distribution of the HIV Support Services award is not limited to the Central Health Planning Region. However, the Offeror proposing to coordinate services can be located anywhere in the state.

- C. Funds may not be used for anonymous or confidential HIV testing, needle/syringe exchange programs, lobbying, research, fund raising, hotlines, clearinghouses or legal services.
- D. For more information on RW Part B services, please visit the federal Health Resources and Services Administration (HRSA) HIV/AIDS Bureau website at <http://www.hab.hrsa.gov>.
- E. Epidemiological data, including annual and quarterly surveillance reports that may be useful in preparing a response, may be accessed on the VDH website at <http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/data/>.
- F. It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small business and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small business and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services or such business plans for involvement on this RFP is required. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

III. STATEMENT OF NEEDS:

The following paragraphs contain important information relative to this RFP, including specific program expectations regarding scope of service, program goals and objectives, as well as program evaluation and outcome measures.

Coordination of Core and Support Services:

A. Definitions

VDH is seeking an agency to coordinate the following core and support services for the Central Health Planning Region: AIDS Pharmaceutical Assistance (local), Health Insurance Premium and Cost-Sharing Assistance, and Medical Transportation services. Definitions for these services are included in **Attachment 3**. They are also located at:
<http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/HCS/>.

B. As it relates to Coordination of Core and Support services the Contractor will be expected to satisfy the following items:

1. The contractor will have a detailed plan for providing fiscal administration of RW Part B funds for core and support services including:
 - Payment of Health Insurance Premiums to private insurers and providers and provision of Cost-Sharing Assistance.
 - Coordination of client referrals, service provision under established policy and standards, and payment to existing vendors or other appropriate vendors for the provision of local AIDS Pharmaceutical Assistance (local), Health Insurance Premium and Cost-Sharing Assistance, and Medical Transportation services. Standards for these services are located at:
www.vdh.virginia.gov/epidemiology/DiseasePrevention/HCS/peer_review.htm.
 - The Contractor is required to pay vendors/providers based on charges incurred and provide proof of payment to VDH. Services are delivered on a cost-reimbursement basis.
 - Ensure that clients meet Virginia's RW Part B eligibility criteria. Eligibility criteria are located at
http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/HCS/RW_Part_B_ADAP_FPL_2009.pdf

- Assure that medications requested through AIDS Pharmaceutical Assistance (local) are on the ADAP and non-ADAP formularies and payable by Ryan White Part B. See **Attachment 9** for the non-ADAP policy and formulary. The ADAP formulary can be found at <http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/Programs/ADAP/formulary.htm>
 - Ensure that client encounter and demographic data for the services listed above are entered into the Virginia Client Reporting System (VACRS) by no later than the 15th of each month for the prior month's activities.
 - Submit invoices with required supporting documentation to VDH by no later than the 30th of each month for the prior month's expenses.
 - Track service utilization of the aforementioned HIV-related core and support services.
 - Ensure service delivery is cost-effective; work with vendors to implement cost-saving/containment strategies that will maximize access to services
 - Specify all accepted means of referrals using a clearly defined and detailed process that will allow for tracking and follow-up of referrals made.
 - Provide a plan including strategies to facilitate communication and notification about service delivery between staff and service providers/vendors, clients, and Case Managers.
 - Provide a detailed timeline of the referral process and indicate how it will prevent delays and eliminate barriers to accessing services.
 - Clearly define roles, responsibilities, experience and qualifications of management and support staff. Provide job descriptions for each position and current resumes of staff already in place who will assume responsibilities related to service coordination.
 - Develop and maintain a system to document staff time and effort on RW Part B service coordination. These records must be kept on file at the Contractor's site and made available to VDH upon request.
2. The Contractor will also be expected to satisfy the following as it relates to VDH policies and procedures:
- Attend all quarterly HIV Care Services Contractor meetings convened by VDH.
 - Attend all meetings of the Central Virginia HIV Care Consortium (CVHCC).
 - Acknowledge that any educational materials (pamphlets, posters, curricula, videos, etc.) proposed to be used, developed or purchased shall be submitted to the VDH AIDS Materials Review Panel for approval. VDH convenes the Review Panel in order to comply with directives from CDC. The content of such materials will be reviewed and approved for scientific accuracy and shall support the contracted scope of services while assuring appropriateness of the message for the targeted population including its culture and language.
 - Contractors and subcontractors that can be deemed to be covered entities under the Health Insurance Portability and Accountability Act (HIPAA) will comply with all regulations relevant to HIPAA.
 - Establish a grievance policy that is made available to all clients.
 - Develop and implement a quality assurance protocol for all phases of the project.
 - Comply with the Data Security and Confidentiality Guidelines: Division of Disease Prevention, Virginia Department of Health. (A hard copy or electronic copy will be provided upon request.)
 - Contractor must have an emergency plan for continuation of services if an event occurs that may impact service delivery.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response:

In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (5) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- g. The signed proposal should be returned in an envelope or package, sealed and identified as follows, from:

Name of Offeror	Due Date	Time
Street or P.O. Box Number	RFP Name	
City, State, Zip Code	RFP Number	

Attention: Linda Bumgarner

- 1) The envelope should be addressed as directed on page 1 of this solicitation. See **Attachment 2** for a sample proposal submission envelope label.
- 2) If a proposal is not identified as required, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposal should be placed in the envelope.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Virginia Department of Health may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed goods/services including:
 - a. List of proposed services.
 - b. Detailed plan for providing fiscal administration of services.
 - c. Work plan for service coordination (see **Attachments 4 and 5**). Include timeline for referrals and service delivery for each service category, strategies to ensure client eligibility and allowable costs for RW Part B services, data collection and reporting processes, and other items discussed in Section III (B-1).
 - d. Method for tracking service referrals and service utilization.
 - e. Time frame for development and implementation of service coordination process and methods to provide specified services so that there is no interruption of service delivery.
5. Proposed Price. Proposed budget for the April 01, 2011 – March 31, 2012 time period. The budget must be submitted on the form provided (**Attachment 6**). Administrative costs are limited to 10%.

6. A budget justification which details the budget line items, including a breakdown of personnel costs and rationale for proposed expenditures. Information related to service unit definition and service utilization for AIDS Pharmaceutical Assistance (local), Health Insurance Premium and Cost-Sharing Assistance, and Medical Transportation services for the 2009-2010 Ryan White Part B grant year is provided (**Attachment 8**). The Offeror may find this information useful when developing a budget and work plan.
7. Small Business Subcontracting Plan
Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Complete **Attachment 7**.

V. EVALUATION AND AWARD CRITERIA:

1. EVALUATION CRITERIA:

Proposals shall be evaluated by the Department of Health using the following criteria:

<u>FOR SERVICES</u>	Point Value
Price	25
Experience and qualifications of personnel assigned to perform the services as described in Statement of Needs (Section III); ability of Offeror to serve people living with HIV in a culturally competent and linguistically appropriate manner	20
Small Business Subcontracting Plan	20
Three or more references from community agencies/partners	10
Specific plans or methodology to be used to perform the services to include: Plan and methodology of service provision: There is a detailed description of how services will be administered throughout the Central region	10
Specific plans or methodology to be used to perform the services to include: Quality of work plan: Objectives are appropriate, concise, and measurable. The project is feasible and sustainable. The work plan addresses the full range of proposed core and support services as outlined in Statement of Needs (Section III)	10
Specific plans or methodology to be used to perform the services to include: Quality Assurance/Improvement: The Quality Assurance/Improvement plan thoroughly addresses staffing, program planning and development, effectiveness of service delivery, and data collection. Plan clearly defines mechanisms to make programmatic adjustments and modifications based on findings inclusive of program planning and evaluation.	5
TOTAL POINTS	100

2. AWARD OF CONTRACT:

1. **AWARD:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Department of Health shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, §2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly

qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

The contractor shall provide the following documentation for approval to Kathy Hafford by the 30th of each month, following the month being reported:

Kathryn A. Hafford, Director
Division of Disease Prevention
109 Governor Street, Room 326
Richmond, Virginia 23219

A. The contractor shall provide a *monthly* progress report to the Director of the Division of Disease Prevention outlining the following:

1. The specific accomplishments achieved during the reporting period.
2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
3. The projected completion dates for the remaining specific tasks required by the contract.
4. Problems and barriers encountered.
5. Other related activities (including status of wait list, data entry/collection, Quality Management (QM) activities).
6. Data entry status into Virginia Client Reporting System (VACRS) or other approved system, if applicable
7. Budget Status to include percent of total budget expended year to date
8. For Ryan White funded services, also indicate in the report the number of clients served for each service category that month and the number of people (unduplicated) served year-to-date, the number of service units provided that month and the number of service units provided year-to-date, and identify technical assistance needs.

This monthly report may be submitted by e-mail with approval by the VDH HIV Services Coordinator assigned to subsequent contract/Memorandums of Agreement (MOAs).

- B. **INVOICES:** Invoices should be submitted by the 30th of the month following the end of the month for which cost reimbursement is sought. Appropriate expenses will be reimbursed, including sales tax if applicable. In order to ensure accountability and maximize our stewardship over funds, the Division of Disease Prevention is requiring that each contracting agency provide documentation that supports all requests for payment. All supporting documentation that is submitted should support budget line item expenditure. Examples of supporting documentation may include, but is not limited to invoices, receipts, payroll statements, mileage logs, request for honoraria, monthly rental charges or copy of the annual rental agreement with monthly rate specified, phone bill, etc. Requests for budget modifications must be made in writing at least 30 days prior to the end of the contract. VDH shall be responsible for determining the legitimacy of the extenuating circumstances and the acceptability of revised plans or objectives. New expenditures should not be made until the reallocation/modification is approved by VDH.
- C. HIV related services shall be delivered without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.

Funds shall not be used to provide care to persons or individuals with family incomes greater than 300% (333% in Northern Virginia) of the federal poverty limit. Income status of clients must be verified at least every six months through written documentation maintained in the providers' records. The contractor shall ensure that written consent is obtained from each client prior to provision of services and that this authorization is updated annually.

- D. Contractors will permit and cooperate with any federal or state investigations undertaken regarding programs conducted under Part B.
- E. Contractors will ensure that all client-level data, to include intakes, demographics, and services provided, along with any other data agreed upon by VDH, Contractor, and HIV Care Service Coordinator is collected by providers and submitted in a format that is approved by VDH within 30 days of the end of the reported month.
- F. The Virginia Department of Health (VDH) will:
 - 1) Provide project monitoring and offer technical assistance to contractors.
 - 2) Review and provide feedback to monthly progress reports.
 - 3) Provide compensation for documented service delivery as agreed upon in negotiated contracts/MOAs.
 - 4) Conduct site visits to review expenditures and observe project activities in order to ensure appropriate expenditure of funds.
 - 5) Choose a statewide peer review team to oversee the peer review process.
- G. Requests for work plan modifications must be made in writing no later than 30 days prior to the end of the contractual year. of the quarter to which they pertain. No work plan modifications will be accepted after the end of the third quarter. VDH shall be responsible for determining the legitimacy of the extenuating circumstances and the acceptability of revised plans or objectives.
- H. Failure to attain objectives may impact payment of monies requested by the contractor. However, in an effort not to penalize innovative efforts, payment shall be prorated according to the degree of attainment and legitimate efforts of the contractor and not solely by success or failure of an intervention. Such decision shall be the sole discretion of VDH.
- I. Time and effort (T&E) records for each employee paid in full or in part through this contract must be kept on file at the contractor's site and made available upon request.
- J. Report on the participation of Small Business and Businesses Owned by Women and Minorities (SWAM): The Contractor will submit quarterly, and prior to completion of the contract or at completion of the contract but prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. These entities must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE). At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) a comparison of the total dollars spent on this contract with the planned involvement of the firm and business class as specified in the sole source contract, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: (Identify Small, Women-owned, Minority-owned)

Name of Firm, DMBE Certification #, Address, Phone # and E-mail	Contact Person	Type of Goods/Services	Dollar Amount	% Total Company Expenditures for Goods & Services
Total for Business Class:				

VII. PREPROPOSAL CONFERENCE OPTIONAL:

1. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on January 05, 2011 at 3:00 PM at the Virginia Department of Health, Madison Bldg, 12th Floor, Rm 1214. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Bring a copy of the solicitation with you to the conference.

The option for Offerors to attend the pre-proposal conference via teleconference will be made available to Offerors who submit written or verbal request from solicitor. Call-in information will be provided upon request.

VIII. GENERAL TERMS AND CONDITIONS:

A. VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

B. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By submitting their bids, Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, §2.2-4343.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:

Failure to submit a bid on the official state form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provision of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS:

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, §2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS:

The following General Terms and Conditions: VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986. DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Virginia Department of Health may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Virginia Department of Health a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work

performed, subject to the Department of Correction's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Virginia Department of Health with all vouchers and records of expenses incurred and savings realized. The Virginia Department of Health shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Virginia Department of Health within thirty (30) days from the date of receipt of the written order from the Virginia Department of Health. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Virginia Department of Health or with the performance of the contract generally.

P. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

Q. INSURANCE:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate (Limits increase each July 1 through fiscal year 2008 as follows: July 1, 2007 - \$1,925,000; July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <i>Code of Virginia</i> .)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate

R. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance, marijuana or alcohol during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS:

A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. BID PRICE CURRENCY:

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

X. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time

during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING:

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Department of Health will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Virginia Department of Health has purchased or uses any of its products or services, and the contractor shall not include the Virginia Department of Health in any client list in advertising and promotional materials.

B. AUDIT:

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. ADDITIONAL USERS:

This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the Contractor. Such modification shall name the specific agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

D. CANCELLATION OF CONTRACT:

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

F. CONFIDENTIAL INFORMATION:

The Contractor agrees that proprietary information disclosed by OEPI to the Contractor for the purpose of a Memorandum of Agreement shall be held in confidence and used only in the performance of the contract. No item designed for or by OEPI shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of OEPI. All such materials shall be delivered to OEPI in usable condition at any time requested by OEPI.

G. IDENTIFICATION OF PROPOSAL ENVELOPE:

Envelopes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, commodity, hour and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as **Attachment 2**. This format should be used on your response envelope. It is further suggested that if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information. The courier's envelope should be addressed as directed on the cover page of the solicitation.

Proposals may be hand delivered to the Issuing Agency's Purchasing Office, however, ample time must be allowed for security check-in at the front desk and getting to the Purchasing Office prior to the closing time for the solicitation.

No other correspondence or other proposals should be placed in the envelope.

H. PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he is for the acts and omissions of their own employees.

I. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

J. RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth upon written agreement of both parties for (one year) with five (4) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE

certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

L. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the Purchasing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

M. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order.

1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.”

N. CONTINUITY OF SERVICES:

- A. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees-
 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 3. That the Agency Contract Officer shall have final authority to resolve disputes related to the transition of the
 4. contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

O. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

P. SUB RECIPIENT:

The Virginia Department of Health (VDH/OEPI), as a pass-through entity for numerous federal grants, is responsible for ensuring certain activities occur with respect to monitoring of sub-recipients. When a sub-recipient expends \$500,000 or more in federal grant funds in a year from any and all sources, the sub-recipient is required to have an A-133 "Single Audit" performed. Within thirty (30) days of the effective date of this agreement, the contractor will provide the assigned OEPI contract monitor with a copy of its most recent (last) single audit. If any findings were noted in the audit report, corrective actions taken to fully resolve the finding must be provided. If an A-133 audit occurs during the term of this agreement, a copy of that audit and response to any findings must be provided as well. If the contractor does not expend \$500,000 or more in federal grant funds in a year from any and all sources, a written statement must be filed with the VDH contract monitor within 30 days of the effective date of this agreement.

X. METHOD OF PAYMENT:

The contractor shall be paid on the basis of invoices submitted, completion of objectives, and submission of required reports. VDH may elect to withhold payment if contractual obligations are not met.

Invoices shall be submitted to:

Virginia Department of Health
Division of Disease Prevention
ATTN: Kathryn A. Hafford, Director
109 Governor Street, Room 326
Richmond, Virginia 23219

All invoices from the Contractor shall follow guidance provided in **Attachment 10**.

XI. ATTACHMENTS:

- 1) Map of Health Regions
- 2) Sample Proposal Submission Envelope Label
- 3) Service Category Definitions
- 4) Work Plan Guidelines (using process and outcome objectives)
- 5) Sample Work Plans
- 6) Proposed Budget Form
- 7) Small, Women-Owned and Minority Business Plan & Form
- 8) Service Utilization Data and Service Unit Definitions
- 9) Non-ADAP policy and formulary
- 10) Invoice processing

Division of HIV, STD, and Pharmacy Services



SAMPLE PROPOSAL SUBMISSION ENVELOPE LABEL

Commonwealth of Virginia
Department of Health
Office of Purchasing and General Services (OPGS)
Attn: Linda Bumgarner
109 Governor St.
12th Floor, Rm 1214
Richmond, Virginia 23219

Offeror's Name:
Offeror's Address:

Buyer: (insert name)
RFP #: (insert RFP number)
RFP Due Date: (insert date and time)

Service Category Definitions

AIDS Pharmaceutical Assistance (local) includes local pharmacy assistance programs implemented by Part A or Part B Grantees to provide HIV/AIDS medications to clients. This assistance can be funded with Part A grant funds and/or Part B base award funds. Local pharmacy assistance programs are **not** funded with ADAP earmark funding.

Health Insurance Premium & Cost Sharing Assistance is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.

Medical transportation services include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.

WORK PLAN GUIDELINES

Each Work Plan should clearly identify:

- target population to be reached
- the intervention to be utilized
- process objectives
- plan of operation or action steps taken
- outcome objectives
- the total number of clients to be reached annually
- evaluation component

Notes

- Well-written objectives provide all the information a reviewer needs to understand your organization's work plan.
- Strong objectives demonstrate your organization's expertise with program implementation and anticipatory goal attainment.
- Objectives should be contained in one sentence and should be specific (who, what, where), time-phased (when) and measurable (how many, how much). Additional information should be included in the Plan of Operation as either a narrative or bulleted points.
- Outcome objectives are not needed for each process objective. Several process objectives may contribute to one outcome measurement.

DEFINITIONS:

Process Objectives - describe specific intervention activities for a targeted population within a given timeframe. It describes the work to be done (your intervention) or services to be carried out. It allows you to monitor the progress of your project. *A process objective never describes the benefits gained, knowledge acquired or behavior changed.*

Example of a Process Objective: Contractor will provide a minimum of 140 units of transportation to 50 individuals who are HIV-positive in the Central Health Region of Virginia by the end of the grant year

Outcome Objectives - define a measurable result: a change in knowledge, attitudes, beliefs or behaviors that occur as a result of the intervention. Outcome objectives allow an organization to monitor changes over time and indicate whether the activities or strategies employed have had an effect on the target population. Outcome evaluation helps an organization demonstrate its program effectiveness. *Outcome objectives should always describe how the change or benefit will be measured.*

Examples of Outcome Objectives: By the end of the grant year, at least 90% of clients requesting coordinated services will access them.

Action Steps - what you intend to do in order to obtain the process and outcome objectives.

Example of Action Step: Contractor will document service utilization for all persons receiving coordinated services through March 31, 2011.

SAMPLE WORK PLANS **(for illustration only)**

Target Population:

Ryan White Part B eligible individuals in the Central Virginia Health Region

Goal: To increase access to HIV related core and support services for HIV-positive individuals living in the Central Virginia Health Region by March 31, 2011.

Intervention: Service coordination

Process Objective 1:

Contractor will provide a minimum of **60** units of Health Insurance Premium and Co-pay Assistance by the end of the grant year in the Central Virginia Health Region to individuals who need financial assistance to maintain health insurance or receive medical benefits under a health insurance program.

Action Steps:

- 1) Contractor will appoint an employee to verify eligibility for Ryan White Part B services and ensure that requested services are allowable under Ryan White Part B.
- 2) Contractor will develop a system to track Health Insurance ... requests and payments.
- 3) Contractor will pay insurance providers in a timely manner to avoid delinquent payments and possible cancellation of health insurance for client.
- 4) Contractor will work closely with case managers, clients, ASO staff, and insurance providers to resolve issues related to health insurance payments.

Process Objective 2:

Contractor will provide a minimum of 400 units of by the end of the grant year to 75 individuals who are HIV-positive in the Central Virginia Health Region.

Action Steps:

- 1) Contractor will develop agreements with local pharmacies to provide HIV medications to Ryan White Part B eligible clients.
- 2) Contractor will create and distribute policies, procedures, and forms for processing AIDS pharmaceutical assistance requests. Contractor will provide information on the process for obtaining AIDS pharmaceutical assistance to HIV health care providers, AIDS Services Organizations, the Central HIV Care Consortium, VDH, other HIV-related entities in the Central region, and individuals who identify as HIV-positive.
- 3) Contractor will accept requests for AIDS pharmaceutical assistance from health care and other HIV service providers.
- 4) Contractor will verify client eligibility and medication requests against Ryan White Part B medication formularies, document and track service utilization, invoice VDH, etc.

Outcome Objective 1: By the end of the grant year, 90% of clients requesting services will access them.

Action Steps:

1. Contractor will document service utilization for all persons receiving coordinated services through December 31, 2012 in VACRS.
2. Contractor will maintain records of service requests and utilization on file for each client receiving services through the Central coordinating agency.

PROPOSED BUDGET FORM

PROGRAM: _____

AGENCY: _____

CONTRACT/MOA #: _____

GRANT YEAR (specify start and end dates) _____

	Direct Service	Administrative (No more than 10%)	TOTAL
1. Personnel			
2. Fringe			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual			
7. Other			
8. Indirect			
TOTALS			

Signature: _____ Date: _____

Definitions

Direct Service – Activities related to direct client service or coordination of services (i.e. personnel that work with clients and/or determine eligibility and those that directly supervise/coordinate service provision)

Administrative– Activities related to operation of the agency, but not directly involved in client services (i.e. accountant, rent, agency operations, and administrative staff). These costs are limited to 10%.

Personnel Costs: Personnel costs should be explained by listing each staff member who will be supported from funds, name (if possible), position title, percent full time equivalency, and annual salary.

Fringe Benefits: List the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plan, tuition reimbursement. The fringe benefits should be directly proportional to that portion of personnel costs that are allocated for the project.

Travel: List travel costs according to local and long distance travel. For local travel, the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel should be outlined. The budget should also reflect the travel expenses associated with participating in meetings and other proposed trainings or workshops.

Equipment: List equipment costs and provide justification for the need of the equipment to carry out the program's goals. Extensive justification and a detailed status of current equipment must be provided when requesting funds for the purchase of computers and furniture items that meet the definition of equipment (a unit cost of \$5000 and a useful life of one or more years).

Supplies: List the items that the project will use. In this category, separate office supplies from medical and educational purchases. Office supplies could include paper, pencils, and the like; medical supplies are syringes, blood tubes, plastic gloves, etc., and educational supplies may be pamphlets and educational videotapes. Remember, they must be listed separately.

Subcontracts: To the extent possible, all subcontract budgets and justifications should be standardized, and contract budgets should be presented by using the same object class categories contained in the Standard Form 424A. Provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.

Other: Put all costs that do not fit into any other category into this category and provide an explanation of each cost in this category. In some cases, grantee rent, utilities and insurance fall under this category if they are not included in an approved indirect cost rate.

Indirect Costs: Indirect costs are those costs incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries. For institutions subject to OMB Circular A-21, the term "facilities and administration" is used to denote indirect costs. If an organization applying for an assistance award does not have an indirect cost rate, the applicant may wish to obtain one through HHS's Division of Cost Allocation (DCA). Visit DCA's website at: <http://rates.psc.gov/> to learn more about rate agreements, the process for applying for them, and the regional offices which negotiate them.

SUPPLIER DIVERSITY & SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

Service Utilization Data and Service Unit Definitions

Service Category	Service Unit Definition	Estimated Annual Service Utilization (based upon 2009-2010 service utilization in the Central region)	Estimated Annual Service Utilization (based upon 2009-2010 service utilization in the Central region)
		Number of Unique Clients Receiving the Service	Number of Service Units Provided
AIDS Pharmaceutical Assistance (local)	Number of prescriptions	120	600
Health Insurance Premium & Cost Sharing Assistance	Number of premium payments	10	70
Medical Transportation	Number of one-way trips	33	100

Virginia Department of Health, Division of Disease Prevention: HIV Care Services**POLICY ON NON-ADAP DRUG FORMULARY****BACKGROUND:**

This policy replaces Consortia Purchase of Non-ADAP HIV Related Drugs, dated November 14, 2003. Part B policy requires that all services provided using Ryan White dollars be explicitly related to the client's HIV diagnosis. Medications are often used for a variety of purposes and determining how the use of each drug prescribed is related to a client's HIV diagnosis can be difficult. In order to ensure that basic drugs needed to treat HIV-related conditions are available in all areas of the state, VDH has developed a Part B non-ADAP formulary.

POLICY:

- Effective October 1, 2006, only drugs listed on the approved VDH non-ADAP formulary may be purchased with Part B dollars.
- Part B funds may not be used for medications available through ADAP unless the delay in treatment would endanger the individual's health (for example when opportunistic infection treatment is warranted). Coverage is limited to no more than a 5-day supply.
- For clients with third party insurance including Medicare and Medicaid, co-pays for medications can only be reimbursed for drugs listed on the ADAP formulary and the non-ADAP formulary.
- Any client receiving Part B assistance with costs of medications who is also enrolled in Medicare is strongly encouraged to enroll in a Medicare prescription drug plan. Part B resources can be used to pay Medicare cost sharing including premiums, deductibles, and co-pays.
- Brand name formulations of medications on the formulary may be paid for with Part B funds only if a generic formulation is not available. Brand names are listed on the formulary as a reference only.
- If a drug is listed on the formulary and it is available in both prescription and over-the-counter (OTC) strengths, the OTC version can be purchased with Part B dollars. Other than drugs listed on the formulary with OTC versions, OTC medications cannot be purchased with Part B dollars.
- Compound drugs listed on the formulary may be paid for with Part B funds. If only the separate components are listed, the compound formulation is not covered.
- Part B funds may be used to cover the costs for any drug on the formulary without seeking prior approval from VDH. However, subcontractors should determine the reason the drug is being prescribed before payment is made. **Drugs on the formulary may only be paid for with Part B funds when the reason for the use of the drug is HIV related.** For example, you can pay for pain medication to treat neuropathy but not for pain medication to treat pain from injuries resulting from a traffic accident.
- Use of medications must be HIV related but is not restricted to the indication/use cited on the formulary. This information is provided only as an information resource.

REVIEW OF FORMULARY

- VDH will review the formulary at least annually.
- Primary care providers may make requests for additions to the formulary in writing to:

Diana Jordan, Director
HIV Care Services
Division of Disease Prevention
Virginia Department of Health
P.O. Box 2448, Room 326
Richmond, VA 23218-2448

- Requests for additions to the formulary must include the following information:

- Name of the drug, generic and brand name
- Reason why drug should be added
- If other drugs to treat the same condition are already included on the formulary, how is this drug better than approved alternatives
- How condition the drug treats is related to HIV infection

DOCUMENTATION

- Medication assistance providers must maintain the following documentation for each prescription in the agency and/or client records:
 - Name, dosage, and frequency of medication
 - Name of prescriber
 - Amount paid for prescription
 - Any documentation related to reason for use of the drug, HIV relatedness, use of lower cost alternatives or other pertinent issues.
- Lead agencies will perform a random selection and review of this documentation during site visits to subcontractors.

REGIONAL POLICIES

- Any regional policy must be in compliance with state policy.
- Consortia may further restrict allowed drugs, if needed, due to funding constraints. However, regions may not restrict access to ADAP medications by refusing to pay co-pays for clients with third party insurance.

GUIDANCE

- In order to maximize availability of funds, every attempt should be made to provide cost effective treatment. Clinically appropriate, less costly alternatives should be used first whenever possible. Lead agencies may request documentation to this effect from subcontractors as needed.
- Pharmaceutical Assistance Programs offered by medication manufacturers provide an option for obtaining some medications at no or very low cost. Utilization of these programs for any medication required for greater than one month is strongly encouraged.

EXCEPTION

- In an effort to support a timely and effective public health response to H1N1 exposure, Part B funds may be used to provide oseltamivir (Tamiflu) or zanamivir (Relenza) to household members of Ryan White Part B clients if deemed appropriate by the client's health care providers. To eliminate administrative burden, provision of either of these two medications to household members can be indicated simply as a service unit recorded under the originating Ryan White client's case.

Virginia Department of Health, Division of Disease Prevention: HIV Care Services

Non-ADAP Formulary

Updated: May 2009

GENERIC NAME	BRAND NAME* Must use generic when available	INDICATION or USE** Must be HIV related
alprazolam	Xanax	anti-anxiety
diazepam	Valium	anti-anxiety
lorazepam	Ativan	anti-anxiety
triazolam	Halcion	anti-anxiety
amoxicillin	Amoxil	anti-bacterial
amoxicillin/clavulanic acid	Augmentin	anti-bacterial
cefuroxime	Ceftin	anti-bacterial
cephalexin	Keflex	anti-bacterial
ciprofloxacin	Cipro	anti-bacterial
dicloxacillin		anti-bacterial
doxycycline	Vibramycin	anti-bacterial
moxifloxacin	Avelox	anti-bacterial
mupirocin	Bactroban	anti-bacterial
nitrofurantoin	Macrobid	anti-bacterial
penicillin		anti-bacterial
warfarin	Coumadin	anti-coagulant
betamethasone/clotrimazole	Lotrisone	anti-infective
clotrimazole	Lotrimin, Mycelex	anti-infective
clotrimazole troches	Mycelex Troches	anti-infective
ketoconazole	Nizoral	anti-infective
metronidazole	Flagyl	anti-infective
nystatin	Mycostatin Susp.	anti-infective
valacyclovir	Valtrex	anti-viral
oseltamivir	Tamiflu	anti-viral
zanamivir	Relenza	anti-viral
amlodipine	Norvasc	cardiac
atenolol	Tenormin	cardiac
clonidine	Catapres	cardiac
diltiazem	Cardizem	cardiac
doxazosin	Cardura	cardiac
enalapril	Vasotec	cardiac
fosinopril	Monopril	cardiac
irbesartan	Avapro	cardiac
labetolol	Trandate	cardiac
lisinopril	Zestril	cardiac
losartan	Cozaar	cardiac
metoprolol	Lopressor	cardiac
potassium		cardiac
propranolol	Inderal	cardiac
	BRAND NAME* Must use generic when available	INDICATION or USE** Must be HIV related
verapamil	Covera, Calan	cardiac

ezetimibe	Zetia	cholesterol
fenofibrate	Tricor	cholesterol
gemfibrozil	Lopid	cholesterol
niacin	Niaspan	cholesterol
fluocinonide	Lidex	dermatologic
imiquimod	Aldara Cream	dermatologic
bacitracin/neomycin/polymyxin B	Neosporin	dermatologic
triamcinolone:Eucerin (compound)		dermatologic
pioglitazone hydrochloride	Actos	diabetes
rosiglitazone	Avandia	diabetes
diphenoxylate/atropine	Lomotil, Lonox	diarrhea
loperamide	Imodium	diarrhea
furosemide	Lasix	diuretic
hydrochlorothiazide		diuretic
spironolactone	Aldactone	diuretic
esomeprazole	Nexium	GERD
famotidine	Pepcid	GERD
lansoprazole	Prevacid	GERD
omeprazole	Prilosec	GERD
pantoprazole	Protonix	GERD
ranitidine	Zantac	GERD
levothyroxine	Synthroid	hormone
prednisone	Deltasone	hormone
testosterone	Androderm, Androdergel, Oxandrin	hormone
prochlorperazine	Compazine	nausea
promethazine	Phenergan	nausea
alendronate sodium	Fosamax	osteoporosis prevention
acetaminophen/codeine	Tylenol 3	pain
butalbital/acetaminophen/cafeine	Fioricet	pain
celecoxib	Celebrex	pain
GENERIC NAME	BRAND NAME* Must use generic when available	INDICATION or USE** Must be HIV related
fentanyl	Duragesic	pain
hydrocodone	Hycodan, Lortab, Vicodin	pain
hydromorphone	Dilaudid	pain
methadone	Dolophine	pain
morphine sulphate	MS Contin	pain
naproxen sodium	Naprosyn, Alleve	pain
oxycodone	Roxicodone, OxyContin	pain
propoxyphene	Darvon, Darvocet	pain
tramadol	Ultram	pain

albuterol	Ventolin, Accuneb, Duoneb, Proventil	respiratory
beclomethasone	QVAR	respiratory
guaifenesin/codeine		respiratory
salmeterol	Serevent	respiratory
carbamazepine	Tegretol	seizures
clonazepam	Klonopin	seizures
divalproex sodium	Depakote	seizures
phenytoin	Dilantin	seizures
temazepam	Restoril	sleep
zolpidem	Ambien	sleep
dronabinol	Marinol	wasting

* Brand name formulations may be paid for with Part B funds only if a generic formulation is not available. Brand names are listed on the formulary as a reference only.

** Use of medications must be HIV related but is not restricted to the indication/use cited on the formulary. This information is provided only as an information resource.

M:\HEALTH CARE SERVICES\POLICIES-PROCEDURES\New Policies\Consortia

VDH Invoice Processing Guidelines

Please put the grant program name and **full** contract number on request for payments so that they will be routed to the correct HIV Services Coordinator. Use of agency given names for grant programs can delay processing.

Salary and fringe categories: A spreadsheet or word document that includes an employee name (as it appears on the payroll-no nicknames), amount of salary and fringe charged to the contract requesting reimbursement for the current billing cycle. If the salary/fringe is allocated to numerous grants add two columns (one for salary and one for fringe) and key the amount charged for each grant impacted. Be sure to label columns appropriately. Timesheets or other documents which include personal employee information are not required but should be maintained for site review. The employee name, salary charged and fringe charged should be submitted as in the following example.

June, 2009					
Employee		Grant #1 (enter grant title)		Grant #2 (enter grant title)	
Last Name	First Name	Salary	Fringe	Salary	Fringe
Trump	Peter	\$270.00	\$32.40	\$270.00	\$32.40
Bush	Taylor	\$175.50	\$21.06	\$175.50	\$21.06
Hall	Alan	\$367.50	\$44.10	\$367.50	\$44.10
Hale	Danny	\$185.95	\$22.31	\$185.95	\$22.31
Timely	Elvis	\$195.00	\$23.40	\$195.00	\$23.40
Esther	Polly	\$396.50	\$47.58	\$396.50	\$47.58
Freely	Inga P.	\$39.00	\$4.68	\$39.00	\$4.68
Romig	Karen	\$177.83	\$21.34	\$177.83	\$21.34
Parker	David	\$948.75	\$113.85	\$948.75	\$113.85
Hayes	Rachel	\$236.74	\$28.41	\$236.74	\$28.41
Woods	Sharon	\$546.00	\$65.52	\$546.00	\$65.52
Buquet	Mercy	\$84.50	\$10.14	\$84.50	\$10.14
Total		\$3,623.27	\$434.79	\$3,623.27	\$434.79

Supporting Documentation: Contractors are required to provide supporting documentation with each request for payment to reflect **each line item expenditure**. Write at the top of each receipt the category that it matches as supporting documentation. This should indicate the line item to be charged on the payment request. Making this quick note will help the finance staff to process your request quicker. Although no receipts are required for indirect costs the negotiated percent needs to be noted as well as the items used to calculate the indirect cost.

Examples of supporting documentation may include, but are not limited to:

- Copy of a travel reimbursement request
- Copy of original receipt for equipment, supplies or other expenses
- Copy of the contractual agreement or contractor's invoice for services rendered
- Copy of bill/invoice with the check number and date noted **or** copy of rental/lease agreement indicating agreement period and rental amount **or** copy of check with rental month noted on the memo line.
- Supplies:

- Food expenditures - specify on the receipt the event where the food was served or distributed (i.e.: intervention, workshop, committee meeting)
- General Office supplies – include copy of original receipt noted as supplies
- Gift cards/incentives – specify on the receipt the intervention supported.

Contractors that divide costs for specific line items across multiple grants programs/funding sources should indicate on the documentation what portion or amount is being charged to the request submitted. If the supporting documentation does not match the total requested for reimbursement, it will not be processed until the discrepancy is resolved.

Please put the grant program name, **full** contract number and Federal Tax ID number (FIN) on each request for payment. Also, include on the payment request the name, phone number and email address of the individual to contact with any questions. This will help to expedite the payment request. Contractors must request reimbursement for the exact amount of money spent in each budget line item. VDH does not allow contractors to round costs to the nearest dollar.

Updated documentation requirements follow: (effective April 1, 2009)